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JUL 23 2004

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www.blgcanada.com

CERTIFICATION OF FACSIMILE TRANSMISSION

I hereby certify that these papers, consisting of 15 pages total, are being facsimile transmitted to the Patent and Trademark Office 703-872-9306 on the date shown below.

DATE: July 23, 2004

[Signature]
Dilip C. Andrade
Registration No.: 53,942

TO THE ATTENTION OF: Examiner Deandra M. HUGHES, Group Art 3663
MAIL STOP:
COMPANY: United States Patent and Trademark Office
CITY: Arlington, Virginia, U.S.A.
FAX NUMBER: 703-872-9306
DATE / TIME: July 23, 2004
FROM: Dilip C. Andrade
DIRECT DIAL: (613) 237-5160
OUR FAX NUMBER: (613) 787-3558

RE: United States Patent Appln No. 10/613,259
Title: LINE AMPLIFICATION SYSTEM FOR WAVELENGTH
SWITCHED OPTICAL NETWORKS
Inventor(s): JONES, Kevan, Peter; WIGHT, Mark, Stephen;
SOLHEIM, Alan, Glen; BEER, Paul, Edward
Our File: PAT 2379A-2 US

NUMBER OF PAGES, INCLUDING THIS PAGE: 15
CONFIRMATION TO FOLLOW: NONE

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PTO/SB/82 (08-03)

Approved for use through 11/30/2005. OMB 0661-0035

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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REVOCATION OF POWER OF ATTORNEY and APPOINTMENT OF NEW POWER OF ATTORNEY

Application Number	10/613,259
Filing Date	July 3, 2003
First Named Inventor	Kevan Peter JONES et al.
Art Unit	
Examiner Name	
Attorney Docket Number	PAT 2379A-2

I hereby revoke all previous powers of attorney given in the above-identified application:

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners at Customer Number:

26123

**RECEIVED
CENTRAL FAX CENTER****JUL 23 2004**☒ Please change the correspondence address for the above-identified application to:☒ The address associated with Customer Number:

26123

OR

☐ Firm or Individual Name

Address

Address

City

Country

State

Zip

Telephone

Fax

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/98)**SIGNATURE of Applicant or Assignee of Record**

Name Paul R. Jay, Chief Technology Officer

Signature

Date

Telephone

(613) 589-8821

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PTO/SB/88 (08-04)

Approved for use through 07/31/2008. OMB 0651-0031
U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Intelligent Photonics Control Corp.Application No./Patent No.: 10/613,259 Filed/Issue Date: July 3, 2003Entitled: LINE AMPLIFICATION SYSTEM FOR WAVELENGTH SWITCHED OPTICAL NETWORKSIntelligent Photonics Control Corp., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

Kevan Peter JONES; Mark Stephen WIGHT; Alan Glen SOLHEIM; Paul Edward BEER

1. From: _____ To: Innovance NetworksThe document was recorded in the United States Patent and Trademark Office at Reel 012269, Frame 0465, or for which a copy thereof is attached.2. From: Innovance Networks To: Azure Venture Partners I, L.P.The document was recorded in the United States Patent and Trademark Office at Reel 013722, Frame 0254, or for which a copy thereof is attached.3. From: Azure Venture Partners I, L.P. To: Intelligent Photonics Control Corp.

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

1. Bill of Sale
2. Quit Claim Agreement

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

July 16th 2004

Date

(613) 599-8821

Telephone number

Paul R. Jay

Typed or printed name



Signature

Chief Technology Officer

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

QUIT CLAIM AGREEMENT

THIS AGREEMENT is made as of the ____ day of May, 2004

BETWEEN:

INNOVANCE, INC.

(the "Grantor")

OF THE FIRST PART,

- AND -

INTELLIGENT PHOTONICS CONTROL CORP.

(the "Grantee")

OF THE SECOND PART.

RECITALS

1. Grantee wishes to acquire from Azure Partners, as agent for certain secured creditors of Innovance Inc. ("Innovance Canada") all of the intellectual property assets described in Schedule "A" (the "Assets");
2. Grantor has been advised that the Grantee, though the legal registered owner of the Assets, is not the beneficial owner of the Assets, which beneficial ownership is held by Innovance Canada; and
3. Grantee has agreed to accept a quit claim of any interest of Grantor in and to the Assets as a condition of completing its transaction with Azure Partners.

NOW THEREFORE THIS QUIT CLAIM AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby remise, release, relinquish and forever quit claim unto the Grantee its successors and assigns all of its right, title and interest in the Assets.
2. Grantee acknowledges that the herein contained quit claim is being provided on the basis that the Assets are being acquired by the Grantee on an "as is, where is" basis as they shall exist as of the date hereof.
3. The Grantor shall, upon the reasonable request of the Grantee, make, do and execute all such further acts, deeds and assurances as may reasonably be requested by the Grantee to

complete the registration of the assignment of the Assets with the applicable patent authority.

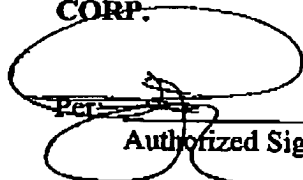
4. This Quit Claim Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have executed this Quit Claim Agreement as of the day and year first above written.

INNOVANCE, INC.

Per: _____
Authorized Signing Authority

**INTELLIGENT PHOTONICS CONTROL
CORP.**

Per:  _____ CTO
Authorized Signing Authority

Schedule A: description of items of Intellectual Property to be included in bid to Innovance.

- (i) U.S. Patent No. 6,621,621 (Innovance Docket No. 1004US)
- (ii) U.S. Patent Application Serial No. 09/876,391, filed June 7, 2001 published as US 2002-0186432 A1 (Innovance Docket No. 1001US)
 U.S. Patent Application Serial No. 10/114,781 filed April 3, 2002 (Innovance Docket No. 1002US)
 U.S. Patent Application Serial No. 10/140,116 filed May 8, 2002 published as US 2002-0186434 A1 (Innovance Docket No.,1003US)
 U.S. Patent Application Serial No. 10/613,259 filed July 3, 2003 as a divisional of U.S. Patent Application Serial No. 09/975,362, now U.S. Patent No. 6,621,621 (Innovance Docket No. 1004US1)
 U.S. Patent Application Serial No. 10/058,948 filed January 28, 2002 published as US 2003-0142293 A1 (Innovance Docket No. 1012US)
 U.S. Patent Application Serial No. 10/244,928 filed September 16, 2002 (Innovance Docket No. 1029US)
 U.S. Patent Application Serial No. 10/329,067 filed December 24, 2002 (Innovance Docket No. 1030US), and
 U.S. Patent Application Serial No. 10/373,971 filed February 25, 2003 (Innovance Docket No. 1047US [as described by the text forwarded as 1049]).
- (iii) European Patent Application Serial No. 02011672.9 Filed May 31, 2002, published as EP1265451.

Intelligent Photonics Control Corp. would purchase all of the above items for a total of US\$30,000. We understand that there are fees outstanding (payable March 5th 2004) for Docket number 1012 of US\$965. Upon successful completion of this transaction, Intelligent Photonics would reimburse Innovance Networks for that fee.

Items to be purchased will include:

- Full transfer of title, assignments, without lien or encumbrance, of Intellectual Property as defined above and in our offer letter of March 2nd 2004.
- Without implying warranty for the content of the Intellectual Property to be transferred, Innovance does confirm that it has authority and full ownership allowing it to transfer title of these items to Intelligent Photonics Control Corp.
- Physical files for each docket listed including correspondence, copies of filed documents and records of associated office actions etc (as inspected on Feb 27th and March 3rd 2004) will be also be transferred.
- Up until the point of transfer Innovance agrees to maintain the Patents and Patent applications in good standing.

March 5th 2004.

LG-OTT-1/2400601

QUIT CLAIM AGREEMENT

THIS AGREEMENT is made as of the ____ day of May, 2004

BETWEEN:

INNOVANCE, INC.

(the "Grantor")

OF THE FIRST PART,

- AND -

INTELLIGENT PHOTONICS CONTROL CORP.

(the "Grantee")

OF THE SECOND PART.

RECITALS

1. Grantee wishes to acquire from Azure Partners, as agent for certain secured creditors of Innovance Inc. ("Innovance Canada") all of the intellectual property assets described in Schedule "A" (the "Assets");
2. Grantor has been advised that the Grantee, though the legal registered owner of the Assets, is not the beneficial owner of the Assets, which beneficial ownership is held by Innovance Canada; and
3. Grantee has agreed to accept a quit claim of any interest of Grantor in and to the Assets as a condition of completing its transaction with Azure Partners.

NOW THEREFORE THIS QUIT CLAIM AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby remise, release, relinquish and forever quit claim unto the Grantee its successors and assigns all of its right, title and interest in the Assets.
2. Grantee acknowledges that the herein contained quit claim is being provided on the basis that the Assets are being acquired by the Grantee on an "as is, where is" basis as they shall exist as of the date hereof.
3. The Grantor shall, upon the reasonable request of the Grantee, make, do and execute all such further acts, deeds and assurances as may reasonably be requested by the Grantee to

complete the registration of the assignment of the Assets with the applicable patent authority.

4. This Quit Claim Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have executed this Quit Claim Agreement as of the day and year first above written.

INNOVANCE INC.

Per: Peter Allen

Authorized Signing Authority

INTELLIGENT PHOTONICS CONTROL
CORP.

Per: _____

Authorized Signing Authority

Schedule A: description of items of Intellectual Property to be included in bid to Innovance.

- (i) U.S. Patent No. 6,621,621 (Innovance Docket No. 1004US)
- (ii) U.S. Patent Application Serial No. 09/876,391, filed June 7, 2001 published as US 2002-0186432 A1 (Innovance Docket No. 1001US)
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 U.S. Patent Application Serial No. 10/140,116 filed May 8, 2002 published as US 2002-0186434 A1 (Innovance Docket No.,1003US)
 U.S. Patent Application Serial No. 10/613,259 filed July 3, 2003 as a divisional of U.S. Patent Application Serial No. 09/975,362, now U.S. Patent No. 6,621,621 (Innovance Docket No. 1004US1)
 U.S. Patent Application Serial No. 10/058,948 filed January 28, 2002 published as US 2003-0142293 A1 (Innovance Docket No. 1012US)
 U.S. Patent Application Serial No. 10/244,928 filed September 16, 2002 (Innovance Docket No. 1029US)
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- (iii) European Patent Application Serial No. 02011672.9 Filed May 31, 2002, published as EP1265451.

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Items to be purchased will include:

- Full transfer of title, assignments, without lien or encumbrance, of Intellectual Property as defined above and in our offer letter of March 2nd 2004.
- Without implying warranty for the content of the Intellectual Property to be transferred, Innovance does confirm that it has authority and full ownership allowing it to transfer title of these items to Intelligent Photonics Control Corp.
- Physical files for each docket listed including correspondence, copies of filed documents and records of associated office actions etc (as inspected on Feb 27th and March 3rd 2004) will be also be transferred.
- Up until the point of transfer Innovance agrees to maintain the Patents and Patent applications in good standing.

March 5th 2004.

LG-OTT-1/2400302

BILL OF SALE

THIS BILL OF SALE made this ____ day of April, 2004.

BETWEEN:

AZURE CAPITAL PARTNERS, in its capacity as agent of Thomas Weisel Capital Partners, L.P., TWP CEO Founders' Circle (AD), L.P., TWP CEO Founders' Circle (QP), L.P., Thomas Weisel Capital Partners (Dutch), L.P., Thomas Weisel Capital Partners (Dutch II), L.P., Thomas Weisel Capital Partners Employee Fund, L.P., Thomas Weisel Capital Partners Partner Fund LLC, Morgenthaler Partners VI, L.P., Azure Venture Partners I, L.P., Azure Ventures I, L.P., Azure Partners I, L.P., Azure I, L.P., Kalkhoven Pettit, Levin & Johnson Ventures, LLC, Advanced Technology Ventures VI, L.P. and ATV Entrepreneurs VI, L.P. (collectively, the "Investors")

(the "Vendor")

OF THE FIRST PART

- and -

INTELLIGENT PHOTONICS CONTROL CORP.

(the "Purchaser")

OF THE SECOND PART

RECITALS:

1. Innovance Inc. and the Purchaser entered into a Letter Agreement (the "Agreement") dated as of March 18, 2004.
2. Innovance Inc. is currently subject to insolvency protection, specifically a stay order issued under the *Bankruptcy and Insolvency Act*. As a consequence of Innovance Inc. being insolvent, the Vendor, in its capacity as secured lender and agent for certain secured creditors of Innovance Inc., will convey the intellectual property assets described in Schedule "A" (the "Assets") to the Purchaser.
3. Pursuant to the Agreement, Innovance Inc. has agreed to sell and the Purchaser has agreed to purchase Innovance Inc.'s right, title and interest in and to the Assets, subject to the terms and provisions of the Agreement.
4. Capitalized terms not otherwise defined herein shall have the meaning given to each such term in the Agreement.

NOW THEREFORE THIS BILL OF SALE WITNESSES for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Bill of Sale (IPC)-2.DOC


1. The Vendor does hereby assign, transfer and set over unto the Purchaser, its successors and assigns, the Vendor's right, title and interest in and to the Assets.
2. The Purchaser acknowledges that the Assets are being sold on an "as is, where is" basis as they shall exist as of the date hereof. The Purchaser acknowledges that it has and shall be deemed to have inspected the Assets and shall have relied entirely on its own investigations and inspections other than as expressly set out herein or in the Agreement. Except as expressly set out herein or in the Agreement, no representation, warranty or condition, either expressed or implied, has been or will be given by the Vendor as to the title, state, location, description, condition, cost, size, quantity, quality, fitness for purpose, merchantability, or otherwise of or concerning the Assets and the express and implied warranties of the *Sale of Goods Act* (Ontario) do not apply to this transaction and are waived by the Purchaser. This provision shall survive termination of this agreement and shall continue in full force whether or not there shall occur a fundamental breach hereof or a breach of a fundamental term hereof.
3. The Vendor has done no act to encumber the Assets and the Vendor hereby releases all of its right, title and interest in and to the Assets.
4. The Vendor shall, upon the reasonable request and at the sole expense of the Purchaser, make, do and execute all such further acts, deeds and assurances as may reasonably be requested by the Purchaser to complete the registration of the assignment of the Assets with the applicable patent authority.
5. This Bill of Sale and the provisions hereof shall survive completion of the transaction contemplated herein.
6. This Bill of Sale and all of its provisions shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have executed the within Bill of Sale as of the day and year first above written.

AZURE CAPITAL PARTNERS, in its capacity as agent of
the Investors

By: _____
Name:
Title:

INTELLIGENT PHOTONICS CONTROL CORP.

By: 
Name: _____
Title: Chief Technology Officer

Schedule A: description of items of Intellectual Property to be included in bid to Innovance.

- (i) U.S. Patent No. 6,621,621 (Innovance Docket No. 1004US)
- (ii) U.S. Patent Application Serial No. 09/876,391, filed June 7, 2001 published as US 2002-0186432 A1 (Innovance Docket No. 1001US)
 U.S. Patent Application Serial No. 10/114,781 filed April 3, 2002 (Innovance Docket No. 1002US)
 U.S. Patent Application Serial No. 10/140,116 filed May 8, 2002 published as US 2002-0186434 A1 (Innovance Docket No.,1003US)
 U.S. Patent Application Serial No. 10/613,259 filed July 3, 2003 as a divisional of U.S. Patent Application Serial No. 09/975,362, now U.S. Patent No. 6,621,621 (Innovance Docket No. 1004US1)
 U.S. Patent Application Serial No. 10/058,948 filed January 28, 2002 published as US 2003-0142293 A1 (Innovance Docket No. 1012US)
 U.S. Patent Application Serial No. 10/244,928 filed September 16, 2002 (Innovance Docket No. 1029US)
 U.S. Patent Application Serial No. 10/329,067 filed December 24, 2002 (Innovance Docket No. 1030US), and
 U.S. Patent Application Serial No. 10/373,971 filed February 25, 2003 (Innovance Docket No. 1047US [as described by the text forwarded as 1049]).
- (iii) European Patent Application Serial No. 02011672.9 Filed May 31, 2002, published as EP1265451.

Intelligent Photonics Control Corp. would purchase all of the above items for a total of US\$30,000. We understand that there are fees outstanding (payable March 5th 2004) for Docket number 1012 of US\$965. Upon successful completion of this transaction, Intelligent Photonics would reimburse Innovance Networks for that fee.

Items to be purchased will include:

- Full transfer of title, assignments, without lien or encumbrance, of Intellectual Property as defined above and in our offer letter of March 2nd 2004.
- Without implying warranty for the content of the Intellectual Property to be transferred, Innovance does confirm that it has authority and full ownership allowing it to transfer title of these items to Intelligent Photonics Control Corp.
- Physical files for each docket listed including correspondence, copies of filed documents and records of associated office actions etc (as inspected on Feb 27th and March 3rd 2004) will be also be transferred.
- Up until the point of transfer Innovance agrees to maintain the Patents and Patent applications in good standing.

March 5th 2004.

LG-OTT-1/2400802

May 25 04 08:20a

Azure Capital Partners

415 276 5590

P.2

BILL OF SALE**THIS BILL OF SALE** made this ____ day of May, 2004.**BETWEEN:**

AZURE CAPITAL PARTNERS, in its capacity as agent of Thomas Weisel Capital Partners, L.P., TWP CEO Founders' Circle (AD), L.P., TWP CEO Founders' Circle (QP), L.P., Thomas Weisel Capital Partners (Dutch), L.P., Thomas Weisel Capital Partners (Dutch II), L.P., Thomas Weisel Capital Partners Employee Fund, L.P., Thomas Weisel Capital Partners Partner Fund LLC, Morgenthaler Partners VI, L.P., Azure Venture Partners I, L.P., Azure Ventures I, L.P., Azure Partners I, L.P., Azure I, L.P., Kalkhoven Pettit, Levin & Johnson Ventures, LLC, Advanced Technology Ventures VI, L.P. and ATV Entrepreneurs VI, L.P. (collectively, the "Investors")

(the "Vendor")

OF THE FIRST PART

- and -

INTELLIGENT PHOTONICS CONTROL CORP.

(the "Purchaser")

OF THE SECOND PART**RECITALS:**

1. Innovance Inc. and the Purchaser entered into a Letter Agreement (the "Agreement") dated as of March 18, 2004.
2. Innovance Inc. is currently subject to insolvency protection, specifically a stay order issued under the *Bankruptcy and Insolvency Act*. As a consequence of Innovance Inc. being insolvent, the Vendor, in its capacity as secured lender and agent for certain secured creditors of Innovance Inc., will convey the intellectual property assets described in Schedule "A" (the "Assets") to the Purchaser.
3. Pursuant to the Agreement, Innovance Inc. has agreed to sell and the Purchaser has agreed to purchase Innovance Inc.'s right, title and interest in and to the Assets, subject to the terms and provisions of the Agreement.
4. Capitalized terms not otherwise defined herein shall have the meaning given to each such term in the Agreement.

NOW THEREFORE THIS BILL OF SALE WITNESSES for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:
Bill of Sale (IPC)-2.DOC

Received Time May.25. 10:59AM

May 25 04 08:20a

Azure Capital Partners

415 276 5590

p.3

2

1. The Vendor does hereby assign, transfer and set over unto the Purchaser, its successors and assigns, the Vendor's right, title and interest in and to the Assets.
2. The Purchaser acknowledges that the Assets are being sold on an "as is, where is" basis as they shall exist as of the date hereof. The Purchaser acknowledges that it has and shall be deemed to have inspected the Assets and shall have relied entirely on its own investigations and inspections other than as expressly set out herein or in the Agreement. Except as expressly set out herein or in the Agreement, no representation, warranty or condition, either expressed or implied, has been or will be given by the Vendor as to the title, state, location, description, condition, cost, size, quantity, quality, fitness for purpose, merchantability, or otherwise of or concerning the Assets and the express and implied warranties of the *Sale of Goods Act* (Ontario) do not apply to this transaction and are waived by the Purchaser. This provision shall survive termination of this agreement and shall continue in full force whether or not there shall occur a fundamental breach hereof or a breach of a fundamental term hereof.
3. The Vendor has done no act to encumber the Assets and the Vendor hereby releases all of its right, title and interest in and to the Assets.
4. The Vendor shall, upon the reasonable request and at the sole expense of the Purchaser, make, do and execute all such further acts, deeds and assurances as may reasonably be requested by the Purchaser to complete the registration of the assignment of the Assets with the applicable patent authority.
5. This Bill of Sale and the provisions hereof shall survive completion of the transaction contemplated herein.
6. This Bill of Sale and all of its provisions shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have executed the within Bill of Sale as of the day and year first above written.

AZURE CAPITAL PARTNERS, in its capacity as agent of
the Investors

By: 

Name:

Title:

Raymond E. Lemay, II
Partner

INTELLIGENT PHOTONICS CONTROL CORP.

By: _____

Name: _____

Title: _____

Bill of Sale (IPC)-2.DOC

Received Time May.25. 10:59AM

Schedule A: description of items of Intellectual Property to be included in bid to Innovance.

- (i) U.S. Patent No. 6,621,621 (Innovance Docket No. 1004US)
- (ii) U.S. Patent Application Serial No. 09/876,391, filed June 7, 2001 published as US 2002-0186432 A1 (Innovance Docket No. 1001US)
 U.S. Patent Application Serial No. 10/114,781 filed April 3, 2002 (Innovance Docket No. 1002US)
 U.S. Patent Application Serial No. 10/140,116 filed May 8, 2002 published as US 2002-0186434 A1 (Innovance Docket No.,1003US)
 U.S. Patent Application Serial No. 10/613,259 filed July 3, 2003 as a divisional of U.S. Patent Application Serial No. 09/975,362, now U.S. Patent No. 6,621,621 (Innovance Docket No. 1004US1)
 U.S. Patent Application Serial No. 10/058,948 filed January 28, 2002 published as US 2003-0142293 A1 (Innovance Docket No. 1012US)
 U.S. Patent Application Serial No. 10/244,928 filed September 16, 2002 (Innovance Docket No. 1029US)
 U.S. Patent Application Serial No. 10/329,067 filed December 24, 2002 (Innovance Docket No. 1030US), and
 U.S. Patent Application Serial No. 10/373,971 filed February 25, 2003 (Innovance Docket No. 1047US [as described by the text forwarded as 1049]).
- (iii) European Patent Application Serial No. 02011672.9 Filed May 31, 2002, published as EP1265451.

Intelligent Photonics Control Corp. would purchase all of the above items for a total of US\$30,000. We understand that there are fees outstanding (payable March 5th 2004) for Docket number 1012 of US\$965. Upon successful completion of this transaction, Intelligent Photonics would reimburse Innovance Networks for that fee.

Items to be purchased will include:

- Full transfer of title, assignments, without lien or encumbrance, of Intellectual Property as defined above and in our offer letter of March 2nd 2004.
- Without implying warranty for the content of the Intellectual Property to be transferred, Innovance does confirm that it has authority and full ownership allowing it to transfer title of these items to Intelligent Photonics Control Corp.
- Physical files for each docket listed including correspondence, copies of filed documents and records of associated office actions etc (as inspected on Feb 27th and March 3rd 2004) will be also be transferred.
- Up until the point of transfer Innovance agrees to maintain the Patents and Patent applications in good standing.

March 5th 2004.